



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Execute Amendment to East San Joaquin Parties Water Authority Joint Powers Agreement

MEETING DATE: March 17, 1999

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute an amendment to the East San Joaquin Parties Water Authority (ESJPWA) Joint Powers Agreement, as described below.

BACKGROUND INFORMATION: The ESJPWA is a joint powers authority organized for planning purposes related to water supply for eastern San Joaquin County. It has operated under the terms of a memorandum of understanding (MOU) (Exhibit A) which requires unanimous approval of nearly all actions. The ESJPWA has requested that the MOU be changed to improve its ability to act in the face of absences, etc. The specifics are:

- 1) Allow appointment of a second alternate director (§ 3.01) – Presently, Lodi has one Council member on the Board (Alan Nakanishi) and the Public Works Director is the alternate. Staff feels it would be advantageous to have a second alternate and suggests that Bob Johnson, who represents the City on the San Joaquin County Flood Control & Water Conservation District's Advisory Water Commission, be appointed.
- 2) Decrease the unanimous voting requirement to a super majority of five votes (§ 3.05) – The unanimous voting requirement exceeds the number for a quorum. Thus, it has been difficult to efficiently conduct business. Since the MOU only provides for planning projects (§ 1.02), there is little risk to individual members.
- 3) Allow for Farm Bureau to participate as an associate member (§ 6.01) – A joint powers agreement can only consist of public agencies; however, California Water Service Company, which provides water service to much of the city of Stockton, is an associate member of ESJPWA due to its interest. In an effort to work closer with the San Joaquin Farm Bureau, the ESJPWA Board wished to extend a similar offer to them. While staff feels the offer should still be made, the point may be moot as we understand the Farm Bureau feels such a position would present a conflict and they plan to decline.

FUNDING: Not applicable.

Richard C. Prima, Jr.  
Public Works Director

RCP/lm

Attachment

cc: Water/Wastewater Superintendent  
Bob Johnson, Lodi Rep., Advisory Water Commission  
ESJPWA Executive Director, Anthony Saracino

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

A-96- 705

**EAST SAN JOAQUIN PARTIES JOINT EXERCISE OF POWERS AGREEMENT  
EAST SAN JOAQUIN PARTIES WATER AUTHORITY**

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THIS AGREEMENT is made by and among the San Joaquin County Flood Control and Water Conservation District ("County District"), the City of Stockton ("Stockton"), the City of Lodi ("Lodi"), Stockton East Water District, ("SEWD"), Central San Joaquin Water Conservation District ("Central"), Woodbridge Irrigation District ("Woodbridge"), and North San Joaquin Water Conservation District ("NSJWC"), collectively called the "Members". The Members hereby agree as follows:

**ARTICLE I  
GENERAL PROVISIONS**

Section 1.01. Creation of Authority. Pursuant to Government Code Section 6500 et seq. there is hereby created a public entity to be known as the "East San Joaquin Parties Water Authority" which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 1.02. Purpose. The purpose of this Agreement is to plan, alone or in conjunction with East Bay Municipal Utility District, and/or Sacramento County public entities, and/or other public entities, a project, or projects, to meet the water deficiencies of Eastern San Joaquin County. It is contemplated that implementation of any project will be through development of another agreement by the parties.

**ARTICLE II  
POWERS**

Section 2.01. Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to the making and entering into contracts, except as to employment and consultant contracts.

Section 2.02. Restrictions on Exercise of Powers. The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 and to the restrictions upon the manner of exercising such powers that are imposed upon the County District in the exercise of similar powers.

**ARTICLE III  
GOVERNING BODY**

Section 3.01. Governing Board. The Authority shall be administered by a Board of Directors ("Board"), one appointed by each of the Member entities with a designation of an alternative Director to serve as a replacement for the appointed Director as needed, to serve at the pleasure of their appointive governing body. The Board shall be called the "East San Joaquin Parties Water Authority Board". All voting power of the Authority shall reside in the Board.

Section 3.02. Meetings of the Board. The Board shall provide for calling and conducting its regular meetings and special meetings, in accordance with Government Code Section 54950 et seq.

Section 3.03. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each of the Members.

Section 3.04. Voting. Each Director shall have one vote.

Section 3.05. Quorum; Required Votes; Approval. A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors, or designated alternative Director. The unanimous vote of all Directors shall be required for any action of the Board of Directors regarding the adoption of any plan, or portion thereof, for a project.

Section 3.06. Bylaws. The Board may adopt, from time to time, such bylaws and regulations for the conduct of its meetings as are necessary for the purposes hereof.

#### ARTICLE IV OFFICERS AND EMPLOYEES

Section 4.01. Chair, Vice-Chair, and Executive Director/Secretary. The Board shall elect a Chair and Vice-chair from among the Directors, and shall appoint an Executive Director/Secretary, who may, but need not, be a Director. The officers shall serve at the pleasure of the Board, shall perform the duties normal to said offices, and

A. The chair shall sign all contracts authorized by the Board and shall perform such other duties as may be imposed by said Board;

B. The vice-chair shall act, sign contracts and perform all of the chair's duties in the absence of the chair; and

C. The Executive Director/Secretary shall countersign all contracts signed by the chair or vice-chair on behalf of the Authority, perform such other duties as may be imposed by the Board.

Section 4.02. Treasurer and Auditor.

A. The County Treasurer shall be the depositary, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505 and 6505.5. The County Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the County Auditor.

B. The County Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The County Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accountants for the annual audit of accounts and records of the Authority.

Section 4.03 Officers in Charge of Records; Funds; and Accounts. Pursuant to Government Code Section 6505.1, the County Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 4.04. Employees and Consultants. The Board may make recommendations to the County District for the employment of employees or consultants to provide services to the Authority to accomplish the purposes of the Authority. The County District shall be the employer of all employees and consultants and shall execute contracts, supervise and direct, and provide payment for such employees and consultants.

## ARTICLE V ACCOUNTS AND REPORTS: FUNDS

Section 5.01. Accounts and Reports. The County Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.

Section 5.02. Funds. The County Treasurer shall receive, have the custody of and disburse Authority funds on warrants drawn by the County Auditor as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.

Section 5.03. Annual Budget. The County District shall adopt a budget for the Authority. The Authority Board may make recommendations to the County District concerning the budget. The County District shall provide funds as set forth in the adopted budget. Other members may make voluntary contributions which shall be included in the budget adopted by the County District. The voluntary contributions may be limited to specific expenditures, if so limited prior to the adoption of the budget.

Section 5.04. Intention for Reimbursement for Expenditures From Bond Proceeds. It is the intention of the Members that the advancement of monies by any Members for the expenses of the operational needs of the Authority may be reimbursed from the proceeds of bonds, if issued, for the water development projects subsequently undertaken by the Authority or by its

successor organization, by vote of the Board.

ARTICLE VI  
ASSOCIATE MEMBERSHIP

Section 6.01 California Water Service Company CalWater is an associate member of the Authority with one position on the Board of Directors of the Authority. CalWater shall be entitled to participate in the meetings and discussions of the Board but it shall not have the power to vote on any action to be taken by the Authority or to become an officer or Director of the Authority.

ARTICLE VII  
TERM; WITHDRAWAL; TERMINATION

Section 7.01. Term. This Agreement shall become effective as of the date hereto and shall continue in full force and effect until completion of the planning of a project or until June 30, 2000, whichever occurs first.

Section 7.02. Withdrawal of Member. A Member may terminate its Membership in the Authority at any time upon giving written notice of the withdrawal to the Authority.

Section 7.02. Disposition of Assets. Upon termination of this Agreement, all remaining net assets of the Authority, both real and personal, shall be transferred to the County District.

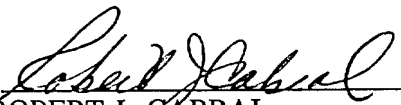
ARTICLE VIII  
MISCELLANEOUS PROVISIONS


Section 8.01. Amendments. This Agreement may be amended by unanimous consent at any time, or from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set opposite the name of the parties.

SAN JOAQUIN COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

ATTEST: LOIS M. SAHYOUN  
Clerk of the Board of Super-  
visors of the San Joaquin  
Flood Control and Water Con-  
servation District

By   
ROBERT J. CABRAL  
Board of Supervisors

By   
Deputy Clerk



RECOMMENDED FOR APPROVAL BY:

Henry M. Hirata  
HENRY HIRATA  
Director of Public Works

APPROVED AS TO FORM  
R. THOMAS HARRIS  
CITY ATTORNEY

ATTEST:

BY [Signature]  
Deputy City Attorney

[Signature]  
City Clerk

ATTEST:

Jennifer M. Penn  
City Clerk

Approved as to form

ATTEST:

[Signature]  
Secretary

ATTEST:

[Signature]

ATTEST:

[Signature]

APPROVED AS TO FORM;  
TERRENCE R. DERMODY  
County Counsel

By

Rebecca Davis  
REBECCA DAVIS  
Deputy County Counsel

CITY OF STOCKTON, a municipal  
corporation

By

[Signature]  
Title City manager

CITY OF LODI, a municipal corporation

By

[Signature]  
Title Cty. Manager

STOCKTON EAST WATER DISTRICT

By

[Signature]  
Title President

CENTRAL SAN JOAQUIN WATER  
CONSERVATION DISTRICT

By

[Signature]  
Title President

WOODBRIIDGE IRRIGATION  
DISTRICT

By

[Signature]  
Title Manager